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*Counsel for Defendants,*

*Meta Platforms, Inc. and Meta Platforms Technologies, LLC*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**OAKLAND DIVISION**

GENTEX CORPORATION and INDIGO  
TECHNOLOGIES, LLC,

Plaintiffs,

THALES VISIONIX, INC.,

Involuntary Plaintiff,

v.

META PLATFORMS, INC. and META  
PLATFORMS TECHNOLOGIES, LLC,

Defendants.

Case No. 4:22-cv-03892-YGR

**DECLARATION OF JOSHUA GLUCOFT  
IN SUPPORT OF PLAINTIFFS'  
ADMINISTRATIVE MOTION TO SEAL  
PORTIONS OF AND EXHIBITS TO  
JOINT MOTION TO DISMISS [DKT.  
137]**

1 I, Joshua Glucoft, do hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California and am a partner  
3 with the law firm of Kirkland & Ellis LLP, located at 2049 Century Park East, Suite 3700, Los  
4 Angeles, CA 90067. I am counsel for Defendants Meta Platforms, Inc. and Meta Platform  
5 Technologies, LLC (collectively, “Meta” or “Defendants”) in the above-captioned action. I have  
6 personal knowledge of the matters set forth below and if called and sworn as a witness, I could and  
7 would testify competently to the facts set forth herein.

8 2. I make this declaration in support of Plaintiffs’ Gentex Corporation (“Gentex”) and  
9 Indigo Technologies, LLC (“Indigo”) (collectively, “Plaintiffs”) Administrative Motion to Seal  
10 Portions of and Exhibits to Joint Motion to Dismiss. I am familiar with Meta’s treatment of highly  
11 proprietary and confidential information, based on my personal experience representing Meta.

12 3. I make this declaration in accordance with Local Rule 7-11(a) and Local Rule 79-5 in  
13 support of Plaintiffs’ Administrative Motion to File Under Seal Portions of and Exhibits to the Joint  
14 Motion to Dismiss.

15 4. Exhibit A to the Joint Motion to Dismiss is a true and correct copy of the settlement  
16 agreement (the “Agreement”) signed between Plaintiffs and Defendants. Exhibit B to the Joint Motion  
17 to Dismiss is a true and correct copy of the term sheet (the “Term Sheet”) signed between Plaintiffs,  
18 Defendants, and Involuntary Plaintiff Thales Visionix, Inc. (“Thales”).

19 5. The Agreement and Term Sheet reflect confidential business information of  
20 Defendants, including financial terms and details of confidential licensing negotiations. Such details  
21 constitute sensitive business information, not publicly available or publicly disclosed, which  
22 Defendants maintain in the strictest confidence. To make publicly available these details about  
23 Defendants’ licensing activities would cause substantial economic and competitive harm to  
24 Defendants.

25 6. Certain portions of the Joint Motion to Dismiss discuss the terms of the Agreement and  
26 the Term Sheet. These portions also reflect sensitive business information about Defendants’ licensing  
27 practices, disclosure of which would cause substantial economic and competitive harm to Defendants.  
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1 The narrowly tailored portions of the Joint Motion that reflect or contain these confidential details are  
2 highlighted in yellow.

3 7. I declare under penalty of perjury under the laws of the United States of America that  
4 the foregoing is true and correct to the best of my knowledge.

5 Executed this 17<sup>th</sup> day of January, 2024 in Los Angeles, California.

6  
7 /s/ Joshua Glucoft

Joshua Glucoft

8 *Counsel for Defendants,*

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10 *Meta Platforms, Inc. and Meta Platforms*  
11 *Technologies, LLC*  
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